

MARGARET DONNELLAN TODD  
COUNTY LIBRARIAN

January 17, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**AWARD OF TRANSPORTATION DELIVERY SERVICES AGREEMENT  
FOR THE PUBLIC LIBRARY (DISTRICTS 1, 2, 3, 4, and 5) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Make a finding that services can be performed more economically by an independent contractor.
2. Approve and instruct the Mayor, Los Angeles County to sign the attached Agreement with Valley Couriers, Inc. for a term of three (3) years, with two (2) one year renewal options and month-to-month extensions, not to exceed a total of six (6) months at an annual cost of \$421,418.49 for provision of transportation delivery services to 84 Public Libraries throughout the County. This Agreement shall become effective upon your Board's approval or February 11, 2006 which ever is later.
3. Authorize the contractor to proceed with the work in accordance with the specifications, terms, conditions, and requirements of the Agreement.
4. Authorize the County Librarian to sign Agreement modifications created by increases or decreases in the number of facilities or hours of operation at any of the County libraries over the term of the Agreement, to exercise the renewal options and month-to-month extensions not to exceed a total of six (6) months under the terms of the Agreement at her sole discretion, and to increase the contract sum, not to exceed twenty percent (20%) of the total contract sum for a particular contract year based on an increase in unanticipated work.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

This is to recommend that the Board approve the award of a contract for transportation and delivery services to Valley Couriers, Inc. (Valley) as part of a continuing effort by the Department to provide the best possible service to the public at the lowest responsible cost. This recommendation is submitted based upon a finding that the provision of transportation delivery services for the affected County facilities can be performed more economically by an independent contractor.

The recommended contract award is needed to continue the provision of transportation delivery services to 84 libraries as detailed in Attachment A. The contracted services are required to provide delivery services to the libraries. Delivery items include new books and materials for circulation to the public, general office supplies, correspondence, and special interlibrary loan requests from the public. The current contract is with Executive Courier Services, Inc. and will expire on February 10, 2006.

#### **Implementation of Strategic Plan Goals**

Approval of the recommended award is consistent with the County's Strategic Plan in the areas of service excellence, fiscal responsibility, and organizational effectiveness.

### **FISCAL IMPACT/FINANCING**

The recommended contractor's annual cost of \$421,418.49 represents a cost savings of \$57,708 (12%) over the estimated County cost (including start-up costs) to perform similar services for the first year. The attached cost savings (Attachment B) were calculated based on the Revised Proposition A Contract Cost Format developed by the County Auditor-Controller's guidelines. The County Auditor Controller's office has reviewed and approved the Department's Avoidable Cost Analysis. The proposed contract does not include any cost-of-living increases.

The cost for this contract will be paid from existing funds included in the Department's operating budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Under the provisions of Section 2.121.250 through Section 2.121.420 of the Los Angeles County Code as amended, proposals were solicited for the provision of transportation delivery services. All requirements of County Code Section 2.121.380 have been met and there is no conflict of interest. On final analysis and consideration of an award, the recommended contractor was selected without regard to gender, race, color, creed, or national origin.

This contract is in compliance with the mandatory living wage requirements as set forth in Los Angeles County Code Chapter 2.201 (Living Wage Program). The recommended contractor has certified that it will comply with all terms, conditions, and requirements of the County's Living Wage Program and agrees to pay its full-time employees providing County services a living wage. In addition, the recommended contractor agrees to notify and assist its employees with the Federal Earned Income Tax Credit application process; is required and has agreed to consider qualified GAIN/GROW participants for employment openings; and agrees to comply with the Jury Service Ordinance and the Safely Surrendered Baby Law.

The contract includes all currently required provisions and has been properly executed by the recommended contractor. County Counsel has approved this contract as to form.

### **CONTRACTING PROCESS**

On June 16, 2005, proposals were solicited from the Public Library's proposers list (Attachment C), which includes contractors listed on the County's Office of Affirmative Action Compliance Community Business Enterprise (CBE) Database. Advertisements were placed in the Los Angeles Times, The Sentinel, and a chain of bilingual community ethnic newspapers published by The Eastern Group. The solicitation information was also made available to prospective contractors on the Internet through the Office of Small Business web site. The CBE information is summarized in Attachment D.

The mandatory proposer's conference was held on July 19, 2005, with three potential proposers in attendance. Contractors were informed of the County's Living Wage Program and Contractor Responsibility and Debarment provisions. The Public Library reviewed and evaluated two proposals. Proposals were rated on the following criteria: proposer's qualifications; proposer's approach to providing required services; and cost. The Public Library has reviewed available resources to assess the recommended contractor's past performance, history of labor law violations, and any negative experiences with County contracts.

The Department determined, through the Request for Proposals process, that these services can be performed more economically by an independent contractor and recommends awarding a contract to Valley Couriers, Inc. The recommended contractor was the highest ranked overall, and had the lowest cost.

Valley will pay its employees a living wage of not less than \$9.46 per hour. Valley also provides employees with paid holidays. The Proposition A Contracting – Employee Wages & Benefits form summarizing and comparing the Contractor's wages and benefits to those of the County is attached (Attachment E).

### **IMPACT ON CURRENT SERVICES**

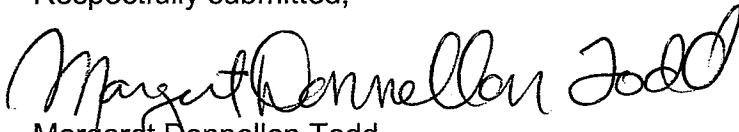
Award of this contract will allow the Public Library to continue to provide transportation and delivery services without interruption to the library facilities. If the proposed Agreement is not approved by the Board, the Department is not able to provide alternate delivery services with current resources.

### **CONCLUSION**

The transportation and delivery services provided under the recommended contract are essential to the Public Library.

Please return a conformed copy of the adopted Board Letter and the Agreement to the Public Library and Office of the County Counsel, Attention: David Beaudet, 201 Centre Plaza Drive, Suite 1, Monterey Park, CA 91754. In addition, please return two fully conformed copies of the agreement with original signatures to the Public Library.

Respectfully submitted,



Margaret Donnellan Todd  
County Librarian

MDT:DF:RG:TVF:jm

### **Attachments**

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- c: Chief Administrative Office  
County Counsel  
Executive Office, Board of Supervisors  
Auditor-Controller  
Office of Affirmative Action Compliance

**COUNTY OF LOS ANGELES PUBLIC LIBRARY  
Transportation Delivery Services****First District**

Anthony Quinn  
Baldwin Park  
Bell  
Bell Gardens  
Chet Holifield  
City Terrace  
Cudahy  
East Los Angeles  
El Camino Real  
El Monte  
Graham  
Huntington Park  
Juvenile Hall  
La Puente

Leland Weaver  
Los Nietos  
Maywood Cesar Chavez  
Montebello  
Norwood  
Pico Rivera  
Rivera  
Rosemead  
Sorenson  
South El Monte  
Sunkist  
Walnut  
Central County Regional Office

**Second District**

A.C. Bilbrew  
Carson  
Compton  
Culver City  
East Rancho Dominguez  
Florence  
Gardena Mayme Dear  
George Nye, Jr.  
Hawaiian Gardens  
Hawthorne  
Hollydale

Lawndale  
Lennox  
Lynwood  
Masao W. Satow  
Victoria Park  
View Park  
Willowbrook  
Wiseburn  
Woodcrest  
West County Regional Office

**Third District**

Agoura Hills  
Antelope Valley Bookmobile  
Malibu  
Las Virgenes Bookmobile

San Fernando  
West Hollywood  
West Lake Village

**Fourth District**

Alondra  
Angelo M. Iacoboni  
Artesia  
Clifton M. Brakensiek  
Diamond Bar  
Hacienda Heights  
Hermosa Beach  
La Mirada

Lloyd Taber-Marina Del Rey  
Lomita  
Manhattan Beach  
Norwalk  
Paramount  
Rowland Heights  
South Whittier  
South County Regional Office

**COUNTY OF LOS ANGELES PUBLIC LIBRARY  
Transportation Delivery Services**

**Fifth District**

Canyon Country  
Charter Oak  
Claremont  
Duarte  
La Canada Flintridge  
La Crescenta  
La Verne  
Lake Los Angeles  
Lancaster  
Littlerock  
Live Oak  
Newhall

Quartz Hill  
San Dimas  
San Gabriel  
Santa Clarita Valley Bookmobile  
Temple City  
Valencia  
West Covina  
East County Regional Office  
Lancaster Regional Office  
North County Regional Office

County of Los Angeles Public Library  
County's Estimated Avoidable Costs Compared To The Contractor's Costs  
Transportation Delivery Service  
Contractor: Valley Couriers

**ATTACHMENT B**

County Cost  
Direct

**Salaries**

Position	Monthly Salary (1)	No. of Positions	No. of Months	Total
Dispatcher II	2,993.00	1.00	36.00	107,748.00
Transportation Svces Supervisor I	3,644.63	1.00	36.00	131,206.68
Medium Truck Driver	2,957.13	6.00	36.00	638,740.08
		8.00		877,694.76
Less Salary Variance	3.4077%			(29,909.20)
Sub-Total Salaries				847,785.56
Employee Benefits	32.460%			275,191.19
				1,122,976.75

**Services & Supplies**

	Total
Uniform	3,234.48
ISD Vehicle Fee	2,036.90
ISD Fee for Service	36,000.00
Fuel Cost	98,340.00
Other Supplies (two-way radios, pagers, etc.)	26,739.58
Total Services & Supplies	166,350.96

Description	Total
Vehicle Lease (6)	207,840.00
Less Salvage Value (\$9,965 per 6 vehicles)	(59,790.00)
Total Equipment	148,050.00

<b>Total Estimated Avoidable Costs</b>	<b>\$ 1,437,378</b>
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Contracting Costs

Direct

Contract Cost

\$ 1,131,321

Indirect Cost

Mgmt, Accounting, etc.

132,932

**Total Contract Costs**

**\$ 1,264,254**

**\$ 173,124**

3 Year Estimated Savings from Contracting	\$ 173,124
Annual Estimated Savings from Contracting	\$ 57,708
(Avoidable Costs Less Contract Costs)	12%

PUBLIC LIBRARY  
TRANSPORTATION SERVICES

**ATTACHMENT B**

Contractor - Valley Couriers  
By Category

Costs by Category	County	Contractor	Difference
<b>STAFFING:</b>			
Dispatcher	1.00	1.00	0.00
Transportation Svces Sup I	1.00	1.00	0.00
Medium Truck Driver	6.00	6.00	0.00
<b>TOTAL STAFFING</b>	<b>8.00</b>	<b>8.00</b>	<b>0.00</b>
<b>S &amp; EB</b>			
Salaries	\$847,786	\$458,640	\$389,146
Payroll Tax/Insurance	\$0	\$154,332	(154,332)
Employee Benefits	275,191	0	275,191
<b>TOTAL S &amp; EB</b>	<b>\$1,122,977</b>	<b>\$612,972</b>	<b>\$510,004</b>
<b>SERVICES AND SUPPLIES</b>			
Supplies & Material	\$26,740	\$112,719	(\$85,979)
Uniforms	3,234	0	3,234
ISD Vehicle Fee	2,037	0	2,037
ISD Fee for Service	36,000	0	36,000
Fuel	98,340	218,790	(120,450)
<b>TOTAL S &amp; S:</b>	<b>\$166,351</b>	<b>\$331,509</b>	<b>(\$165,158)</b>
<b>EQUIPMENT</b>			
Vehicle	\$148,050	\$119,880	\$28,170
<b>TOTAL EQUIPMENT:</b>	<b>\$148,050</b>	<b>\$119,880</b>	<b>\$28,170</b>
<b>TOTAL SERVICES/SUPPLIES/EQUIPMENT</b>	<b>\$314,401</b>	<b>\$451,389</b>	<b>(\$136,988)</b>
<b>General Liability/Auto Insurance</b>	0	66,960	(66,960)
<b>General Accounting/Bookkeeping</b>	0	18,000	(18,000)
<b>Management Overhead</b>	0	0	0
<b>Other</b>	0	0	0
<b>PROFIT</b>	0	114,932	(114,932)
<b>TOTAL COUNTY VS. CONTRACT COSTS</b>	<b>1,437,378</b>	<b>1,264,254</b>	<b>173,124</b>



**TRANSPORTATION DELIVERY SERVICES  
PROPOSERS LIST  
JUNE 2005**

	Contractor	Representative	Address	Phone
1	United Federal Services	LaValle Ashley	8128 Orion St., Van Nuys, CA 91406	(818) 800-0533
2	Golden State Overnight	Troy Ruffing	14741 Franklin Ave., Suite A, Tustin, CA 92780	(714) 573-8430
3	Sprinters Courier	Pepe Zorilla	3943 Irvine Blvd., #151, Irvine, CA 92602	(714) 505-3292
4	PM Logistics Systems	Paul Mossett	6955 La Tijera Blvd., Suite D, Los Angeles, CA 90045	(310) 568-2792
5	Daja Incorporated	Felicia Bruner	353 Sacramento St., Suite 1740, San Francisco, CA 94111	(415) 956-4029
6	VIP X O	Gerry McDaniels	65 Pine Ave., Suite 171, Long Beach, CA 90802	(310) 901-3848
7	Secure Transportation	John Chapman	13111 Meyer Rd., Whittier, CA 90605	(562) 244-4053
8	Ray Davis	Ray Davis	P.O. Box 74263, Los Angeles, CA 90004	(323) 244-8696
9	Holiday Transfer	Tim	521 West 182nd St., Gardena, CA 90248	(310) 515-0900
10	American Way	Michael Lewis	1626 Wilcox Ave., Suite 114, Los Angeles, CA 90028	(323) 734-0669
11	Arcadia Repairs	Toheed Asghar	900 W. Duarte Rd., Arcadia, CA 91007	(626) 821-9041
12	Enterprise Courier	Louis Green, Jr.	26893 Bouquet Canyon Rd., Suite C345, Santa Clarita, CA 91350	
13	Executive Courier	Don Johnson	P.O. Box 4998, Carson, CA 90746	(310) 329-4111
14	Transportation Management, LLC.	John Kadow	1924 East Maple Ave., Suite B, El Segundo, CA 90245	(310) 629-4012
15	Tricor America, Inc.	Manuel E. Cadena	12441 Eucalptus Ave., Hawthorne, CA 90250	
17	Valley Couriers, Inc.	C. Shahram Alamadri	646 San Fernando Rd., Los Angeles, CA 90065	(323) 225-8642
18	Southern California Messengers	David Luna	5757 Wilshire Blvd., Suite 210, Los Angeles, CA 90036	(323) 330-1979
19				
20				

**COUNTY OF LOS ANGELES PUBLIC LIBRARY  
TRANSPORTATION DELIVERY SERVICES**

**Attachment D**

**COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY**

<b>Contractor</b>	<b>Valley Couriers, Inc.</b>	<b>Executive Courier</b>
<b>Total Number of Employees in Firm</b>	314	18
<b>Owners/Partner/Assoc. Partners</b>		
Black/African American		1
Hispanic/Latino	2	
Asian or Pacific Islander	5	
American Indian		
Filipino	1	
White		
<b>Total</b>	8	1
Women (should be included in counts above and also reported here separately).	3	
<b>Managers</b>		
Black/African American		
Hispanic/Latino	7	
Asian or Pacific Islander	8	
American Indian		
Filipino	1	1
White	1	
<b>Total</b>	17	1
Women (should be included in counts above and also reported here separately).	2	
<b>Staff</b>		
Black/African American	1	12
Hispanic/Latino	228	3
Asian or Pacific Islander	21	1
American Indian		
Filipino	35	
White	4	
<b>Total</b>	289	16
Women (should be included in counts above and also reported here separately).	50	1
<b>Percentage of Ownership</b>		
Black/African American		100%
Hispanic/Latino	25%	
Asian or Pacific Islander	70%	
American Indian		
Filipino	5%	
White		
<b>Total</b>	100%	100%
Women (should be included in counts above and also reported here separately).	25%	
<b>Current Certification as Minority/Women-Owned Firm</b>		
State of California	*	Yes
City of Los Angeles	*	*
Federal Government	*	*
County of Los Angeles	*	Yes

\*Did not provide information on CBE form.

Figures are based on information received from bidders on their proposals. Therefore, some columns may not add to the correct totals.

**PROPOSITION A CONTRACT  
EMPLOYEE WAGES & BENEFITS  
PUBLIC LIBRARY**

**TRANSPORTATION DELIVERY SERVICES**

The proposed contract would reduce the County's cost to provide transportation delivery services by an estimated \$ 57,708 (12 %) based on Auditor-Controller guidelines for cost comparison. Additional information on contractor employees' wages and benefits is provided below.

**COMPARISON OF WAGES**

<b><u>Position</u></b>	<b><u>County</u></b>	<b><u>Contractor</u></b>
Dispatcher/Relief Driver	\$17.20 per hour	\$10.00 per hour
Roving Supervisor	\$20.95 per hour	\$18.00 per hour
Drivers	\$17.00 per hour	\$ 9.50 per hour

**CONTRACTOR EMPLOYEE BENEFITS**

**Benefit**

Health Insurance	No
Retirement Plan	No
Dental Plan	No
Holidays	0 paid days per year
Sick Leave	0 paid days per year
Vacation	0 paid days per year
Life Insurance	No
Other	None

**Contractor Health Plan Information**

None



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**VALLEY COURIERS, INC.**

**FOR**

**TRANSPORTATION DELIVERY SERVICES**

**CONTRACT PROVISIONS  
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**STANDARD EXHIBITS**

- A STATEMENT OF WORK
- B PRICING SCHEDULE/PROPOSAL SHEET
- C INTENTIONALLY OMITTED – Not Applicable to this Contract
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G INTENTIONALLY OMITTED – Not Applicable to this Contract
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW

**UNIQUE EXHIBITS**

**PROP A - LIVING WAGE PROGRAM DOCUMENTS**

- J LIVING WAGE ORDINANCE
- K MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS
- L PAYROLL STATEMENT OF COMPLIANCE
- M INTENTIONALLY OMITTED – Not Applicable to this Contract**
- N CONTRACTOR'S OBLIGATION UNDER HIPAA

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
VALLEY COURIERS, INC.  
FOR  
TRANSPORTATION DELIVERY SERVICES**

This Contract and Exhibits made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006 by and between the County of Los Angeles, hereinafter referred to as County and Valley Couriers, Inc., hereinafter referred to as Contractor. Valley Couriers, Inc. is located at 646 San Fernando Rd., Los Angeles, CA 90065.

**RECITALS**

WHEREAS, the County may contract with private businesses for Transportation Delivery Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Transportation Delivery Services; and

*WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract Transportation Delivery Services; and*

*WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and*

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:



## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I, J, K L, and N are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

### **Standard Exhibits:**

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule/Proposal Sheet
- 1.3 EXHIBIT C - Intentionally Omitted
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Intentionally Omitted – Not Applicable to Contract
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

### **Unique Exhibits:**

#### ***Prop A - Living Wage Program***

- 1.10 EXHIBIT J - Living Wage Ordinance
- 1.11 EXHIBIT K - Monthly Certification for Applicable Health Benefit Payments
- 1.12 EXHIBIT L - Payroll Statement of Compliance
- 1.13 EXHIBIT M – Intentionally Omitted – Not Applicable to Contract

#### ***Health Insurance Portability & Accountability Act (HIPAA) Agreement***

- 1.14 EXHIBIT N - Contractor's Obligation Under HIPAA

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the

parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.4 - Change Notices and Amendments and signed by both parties.

## **2.0 DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Call Back:** Emergency services that shall be addressed by the contractor based on the requests of the Library.
- 2.2 Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.3 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.4 Contractor's Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.5 County:** County of Los Angeles
- 2.6 County Librarian:** Department Head has the authority to sign change notices, amendments and implement non-performance remedies.
- 2.7 County's Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.
- 2.8 County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

- 2.9 **County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.10 **Day(s):** Business day(s) unless otherwise specified.
- 2.11 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.12 **Library:** County of Los Angeles Public Library
- 2.13 **Mail:** May consist of, but not be limited to shipping boxes, correspondence, documents, cases, and packets that need to be transported from one location to another.

### **3.0 WORK**

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work, Exhibit A*.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

### **4.0 TERM OF CONTRACT**

- 4.1 The term of this Contract shall be for three (3) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend the Contract term for up to two (2) additional one-year periods and six (6) month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the County Librarian.
- 4.3 Contractor shall notify Library when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written

notification to Library at the address herein provided in *Exhibit E - County's Administration*.

## **5.0 CONTRACT SUM**

- 5.1 The maximum contract sum under the terms of this Contract shall be the total monetary amount payable by County to Contractor for provision of the Services specified herein in accordance with Exhibit B, "Pricing Schedule/Proposal Sheet," and shall not exceed **\$ 421,418.49** for each year of this Contract. The County agrees to compensate the Contractor for call back and as needed services which have been approved by the County Contract Project Director or his/her designee. The County shall pay the Contractor for call back services at the rate set forth in Contractor's proposal referenced herein above and for any as needed services based on quote requested by the County.
- 5.2 Contractor will be paid the monthly contract fee of **\$35,118.21** approximately forty-five (45) business days in arrears, after submission of invoices. Approval of invoices submitted will be subject to auditing requirements of the County.
- 5.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.4 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon

occurrence of this event, Contractor shall send written notification to Library at the address herein provided in *Exhibit E - County's Administration*.

**5.5 No Payment for Services Provided Following Expiration/Termination of Contract**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

**5.6 Invoices and Payments**

5.6.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B - Pricing Schedule/Proposal Sheet*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.6.2 The Contractor's invoices shall be priced in accordance with *Exhibit B - Pricing Schedule/Proposal Sheet*.

- 5.6.3 The Contractor's invoices shall contain the information set forth in *Exhibit A - Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.6.4 The Contractor shall submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service along with his/her monthly Living Wage certified monitoring reports.
- 5.6.5 The Contractor shall invoice the County separately from the monthly service fees, for any as needed services requested by the County.

***Prop A - Living Wage Program:***

***No invoice will be approved for payment unless the following is included:***

- ***Exhibit K - Monthly Certification for Applicable Health Benefit Payments (if applicable)***
- ***Exhibit L - Payroll Statement of Compliance***
- ***Complete and accurate payroll reports and employee time sheets***

- 5.6.6 All invoices under this Contract shall be submitted in two (2) copies to the following address:

County of Los Angeles Public Library  
7400 East Imperial Highway, Room 206  
Downey, CA 90241-7011

- 5.6.7 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than forty-

five (45) business days from receipt of properly prepared invoices by the County.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **COUNTY ADMINISTRATION**

A listing of all County Administration referenced in the following Sub-paragraphs are designated in *Exhibit E - County's Administration*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

#### **6.1 County's Project Director**

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.4, Change Notices and Amendments; and
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

#### **6.2 County's Project Manager**

The responsibilities of the County's Project Manager include:

- meeting with Contractor's Project Manager as needed; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

#### **6.3 County's Contract Project Monitor**

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor's Project Manager**

- 7.1.1 Contractor shall provide a full-time Project Manager as designated in *Exhibit F - Contractor's Administration*. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and Project Monitor on a regular basis. The Contractor's Project Manager shall act as central point of contact with the County.
- 7.1.3 Contractor's Project Manager shall be able to effectively communicate in English language both orally and in writing.
- 7.1.4 Contractor's Project Manager shall demonstrate previous experience in the management of work requirements for services in size and complexity as this Contract.

### **7.2 Approval of Contractor's Staff**

- 7.2.1 County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.
- 7.2.2 Contractor shall assign a sufficient number of qualified employees to perform the required work. At least one employee on site shall be authorized to act for the contractor in every detail and must speak and understand the English language.



### **7.3 Contractor's Staff Identification**

- 7.3.1 Contractor shall provide all staff assigned to this Contract with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of the County and Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the Contractor implementing the use of the badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.
- 7.3.2 Contractor shall notify the County within one (1) business day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately destroy the staff's County photo identification badge at the time of removal from the County Contract.
- 7.3.3 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.

### **7.4 Background and Security Investigations**

- 7.4.1 At any time prior to or during term of this Contract, the County may require that all Contractor staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the

Contractor's staff passes or fails the background clearance investigation.

7.4.2 County may request that Contractor's staff be immediately removed from working on the County Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County conducted background clearance.

7.4.3 County may immediately deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access, at the sole discretion of the County.

7.4.4 Disqualification, if any, of Contractor staff, pursuant to this Sub-paragraph 7.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.5 Employee/Driver & Criminal Record**

7.5.1 No personnel employed by Contractor and providing the services herein shall have a criminal conviction record or pending criminal trial for bribery, fraud, receiving stolen property, robbery, embezzlement, theft or forgery, unless such record has been disclosed and employment of the employee for this service has been approved in writing by the Library Department.

7.5.2 Contractor and employees of the Contractor working in the facilities shall be under a continuing obligation to disclose any prior subsequent criminal record information to the County. Further, County has the right to require the Contractor to reassign any driver away from any County facility who has a revoked, suspended, withdrawn, or denied driver's license; has been convicted of driving under the

influence of alcohol, amphetamines, narcotic drugs, or any derivatives thereof; is convicted of transporting, possessing, or unlawfully using drugs, amphetamines, narcotic drugs, or any derivatives thereof during on-duty time, leaves the scene of an accident involving an injury of fatality; or is convicted of a felony involving a motor vehicle.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 ASSIGNMENT AND DELEGATION**

8.1.1 Contractor shall not assign its rights or delegate its duties under the Contract, or both, whether in whole or in part, without the prior written consent of the County Librarian, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Library consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Library to any approved delegate or assignee on any claim under the Contract shall be deductible, at Library's sole discretion, against the claims which Contractor may have against County.

8.1.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of Library in accordance with applicable provisions of this Contract.

8.1.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without Library's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## **8.2 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

## **8.3 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in

the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

#### **8.4 CHANGE NOTICES AND AMENDMENTS**

8.4.1 The County reserves the right to initiate Change Notices that **do not affect** the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by County Librarian or her/his designee.

8.4.2 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Board of Supervisors, for the exception of which the County Librarian is expressly authorized to increase the contract sum set forth in 5.0 *Contract Sum*, not to exceed twenty percent (20%) of the total contract sum for a particular contract year based on an increase in unanticipated work. Any such changes shall be in writing and signed by the County Librarian and Contractor.

8.4.3 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County Librarian.

8.4.4 The County Librarian, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or

condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County Librarian.

8.4.5 For any change which affects any other term or condition included in the Contract, a negotiated modification shall be prepared therefore, executed by Contractor, and thereafter by County's Board of Supervisors.

## **8.5 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

Within five (5) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.1 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.2 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

8.5.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

## **8.6 COMPLIANCE WITH APPLICABLE LAW**

8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.6.3 Where permits and/or licenses are required for the prescribed services, the same must be first obtained from the regulatory agency having jurisdiction thereof. Contractor must be duly certified by the Public Utilities Commission (PUC) and hold a Certified of Public Convenience and Necessity to engage in the business of transportation delivery services as set forth hereunder.

## **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this

Contract. The Contractor shall comply with *Exhibit D - Contractor's EEO Certification*.

## **8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.8.1 Jury Service Program**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit H* and incorporated by reference into and made a part of this Contract.

### **8.8.2 Written Employee Jury Service Policy**

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any



12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the

County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 CONFLICT OF INTEREST**

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County.

Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

**8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES  
TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

**8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM  
PARTICIPANTS**

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## **8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.12.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

### **8.12.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

### **8.12.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a

lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### **8.12.4 Contractor Hearing Board**

8.12.4.1 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of

Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

8.12.4.4 If a contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an

appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.12.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

### **8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage

its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

#### **8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.15 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all



Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

#### **8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS, MATERIALS OR GROUNDS**

8.16.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, materials or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

#### **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including;

but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

#### **8.18 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

#### **8.19 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work

performed by the Contractor's employees for which the County may be found jointly or solely liable.

## **8.20 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.21 INDEPENDENT CONTRACTOR STATUS**

8.21.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to

any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

## **8.22 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

## **8.23 GENERAL INSURANCE REQUIREMENTS**

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

**8.23.1 Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

County of Los Angeles Public Library  
Contracting Unit  
7400 East Imperial Highway, Room 206  
Downey, CA 90241-7011

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be

given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;

- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**8.23.2 Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

**8.23.3 Failure to Maintain Coverage:** Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required

insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

**8.23.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:**

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

**8.23.5 Compensation for County Costs:** In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

#### **8.23.6 Insurance Coverage Requirements for Subcontractors:**

The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

### **8.24 INSURANCE COVERAGE REQUIREMENTS**

**8.24.1 General Liability** insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

**8.24.2 Automobile Liability** written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

**8.24.3 Workers' Compensation and Employers' Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any

other federal law for which the Contractor is responsible.  
In all cases, the above insurance also shall include  
Employers' Liability coverage with limits of not less than  
the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

**8.24.4 Crime Coverage:** Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Agreement, and naming the County as loss payee:

Employee Dishonesty:	\$500,000
Theft, Disappearance and Destruction:	\$500,000
Burglary and Robbery:	\$500,000

**8.24.5 Personal Property Coverage:** Such insurance shall be endorsed naming the County of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property value, and shall include: Special form ("all-risk") coverage for the full replacement value of County-owned or leased property.

## **8.25 LIQUIDATED DAMAGES**

8.25.1 If, in the judgment of the County Librarian, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Librarian, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the County Librarian, or his/her designee, in a written notice describing the reasons for said action.



8.25.2 If the County Librarian determines that there are deficiencies in the performance of this Contract that the County Librarian deems are correctable by the Contractor over a certain time span, the County Librarian will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the County Librarian may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Appendix C, Technical Exhibit 2*, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.25.3 The action noted in Sub-paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.25.4 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

#### **8.26 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

#### **8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.27.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit D - Contractor's EEO Certification*.

8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion,

ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.27 when so requested by the County.

8.27.7 If the County finds that any provisions of this Sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While

the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

**8.28 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict Library from acquiring similar, equal or like goods and/or services from other entities or sources.

**8.29 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

**8.30 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as

stated in this Contract. If the County Project Manager or County Project Director is not able to resolve the dispute, the County Librarian, or designee shall resolve it.

**8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

**8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit I* of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**8.33 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E - County's Administration and F - Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Librarian shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

#### **8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

#### **8.35 PUBLIC RECORDS ACT**

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify

the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.36 PUBLICITY**

8.36.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.36 shall apply.

### **8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The

Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.37 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.



8.37.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.37.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under

this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

#### **8.38 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

### 8.39 SUBCONTRACTING

- 8.39.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor;
  - A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by the County.
- 8.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.39.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles Public Library  
Contracting Unit  
7400 East Imperial Highway, Room 206  
Downey, CA 90241-7011

before any subcontractor employee may perform any work hereunder.

**8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of within notice shall be grounds upon which the County may terminate this Contract pursuant to Sub-paragraph 8.42 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

#### **8.41 TERMINATION FOR CONVENIENCE**

8.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-paragraph 8.37, Record Retention & Inspection/Audit Settlement.

#### **8.42 TERMINATION FOR DEFAULT**

8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this

Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.42.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes

beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.41 - Termination for Convenience.

8.42.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Sub-paragraph 8.42.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.42.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or

five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Library, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.22 - Indemnification.

8.42.6 The rights and remedies of the County provided in this Sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.43 TERMINATION FOR IMPROPER CONSIDERATION**

8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.



8.43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.43.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### **8.44 TERMINATION FOR INSOLVENCY**

8.44.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this Subparagraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.47 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.48 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time

to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.49 WARRANTY AGAINST CONTINGENT FEES**

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.49.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM**

##### **9.1.1 Living Wage Program:**

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as *Exhibit J* and incorporated by reference into and made a part of this Contract.

##### **9.1.2 Payment of Living Wage Rates.**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor

qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County including, without limitation, "Travel Time" as defined below at subsection 5 of this Subparagraph 9.1.2 under the Contract:

- a. Not less than \$9.46 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
  - b. Not less than \$8.32 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this Sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform

services for the County under the Contract, the subcontractor shall be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract Contract and a copy of the Living Wage Program shall be attached to the Contract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term.

of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time

or if California law requires the Contractor to pay the Employee any amount for that time.

**9.1.3 Contractor's Submittal of Certified Monitoring Reports.**

The Contractor shall submit to the County certified monitoring reports by the 15<sup>th</sup> of the month following the reporting period. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County (*Exhibit K and Exhibit L*), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

**9.1.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims**

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited

to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

**9.1.5 County Auditing of Contractor Records.**

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

**9.1.6 Notifications to Employees.**

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into



Spanish and any other language spoken by a significant number of Employees.

**9.1.7 Enforcement and Remedies.**

If the Contractor fails to comply with the requirements of this Sub-paragraph, the County shall have the rights and remedies described in this Sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages

will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

- 2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
3. Debarment. In the event the Contractor breaches a requirement of this Sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

**9.1.8 Use of Full-Time Employees.**

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

**9.1.9 Contractor Retaliation Prohibited.**

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit

of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this Sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

**9.1.10 Contractor Standards.**

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

**9.2 CONTRACTOR'S OBLIGATIONS UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)**

The County is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in *Exhibit N* in order to provide those services. The County and the Contractor therefore agree to the terms of *Exhibit N, Contractor's Obligations Under HIPAA*.

**9.3 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

9.3.1 This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference

Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.3.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.3.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.3.4 If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply if Contractor is no longer eligible for certification as a result in a change of their status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: Valley Couriers, Inc.

By C. SHAHRAM ALAMJARI   
Name

CONTRACTS ADMINISTRATOR  
Title

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Mayor, Board of Supervisors

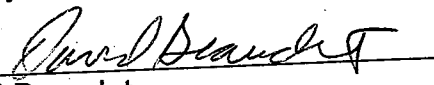
ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer-Clerk  
of the Board of Supervisors

By \_\_\_\_\_

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By   
David Beaudet  
Deputy County Counsel



# **EXHIBIT A**

## **STATEMENT OF WORK (SOW)**

### **TRANSPORTATION DELIVERY SERVICES**

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**TECHNICAL EXHIBITS:**

- 1    Contract Discrepancy Report  
2    Performance Requirements Summary Chart

# EXHIBIT A

## STATEMENT OF WORK (SOW)

### 1.0 SCOPE OF WORK

Contractor shall provide transportation delivery services to carry boxes, cases, correspondence, and other materials between selected sites as requested by the County of Los Angeles Public Library (Library). Attachment I is a list of the Library sites and details the six routes which must be used by the Contractor. Such routes are subject to change according to the needs of the Library. Contractor will be given sufficient notice prior to any route changes required by the Library.

Services are to be provided **after** Library hours, as described in section 7.0, Hours/Days of Operation. County may require daytime delivery services based on the needs of the Library. In the event that the sites listed in Attachment I change locations or operations are discontinued, the County will provide ten (10) days advance notice to the Contractor. Contractor will negotiate with County appropriate increases or decreases in rate of pay in such instances.

Contractor shall ensure prompt delivery to all Library sites. All mail will be picked-up from the Library Headquarters facility located in Downey, and the first and last stop for each route will be the Regional Offices, except where otherwise specified. Contractor will provide vehicles which conform to the dimensions of the loading docks at the Library sites and which will accommodate complete shipments. A delivery van with 14,000 pounds gross vehicle weight, can accommodate approximately 330 standard size shipping boxes. In calendar year 2004, the Library averaged 48,254 parcels per month with a gross weight of 1,930,173 pounds.

## **2.0 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS**

The County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of facilities listed in Attachment I; County will notify Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. Contractor shall be compensated for the additional facilities added after the Contract's commencement date based on the submission of an approved cost per additional service. Payment adjustment shall be made to reflect such modification in services on a pro-rata basis. The County will determine the need for modification referenced herein. The County Librarian or his/her designee has authority to sign the amendment for the County. All terms in the current Contract shall extend to any facility added in the amendment.

## **3.0 QUALITY CONTROL**

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that Contract requirements are being met;
- 3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

## **4.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

#### **4.1 Meetings**

Contractor may be required to attend a meeting on an as-needed basis. Failure to attend will cause an assessment of fifty dollars (\$50.00).

#### **4.2 Contract Discrepancy Report (*Technical Exhibit 1*)**

Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor. The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within ten (10) business days.

#### **4.3 County Observations**

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

### **5.0 DEFINITIONS**

The headings herein contained are **repeated here** for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

**5.1 Call Back:** Emergency services that shall be addressed by the contractor based on the requests of the Library.

- 5.2 Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 5.3 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 5.4 Contractor's Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 5.5 County:** County of Los Angeles
- 5.6 County Librarian:** Department Head has the authority to sign change notices, amendments and implement non-performance remedies.
- 5.7 County's Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.
- 5.8 County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 5.9 County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 5.10 Day(s):** Business day(s) unless otherwise specified.
- 5.11 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 5.12 Library:** County of Los Angeles Public Library
- 5.13 Mail:** May consist of, but not be limited to shipping boxes, correspondence, documents, cases, and packets that need to be transported from one location to another.

## **6.0 RESPONSIBILITIES**

The County's and the Contractor's responsibilities are as follows:

## **COUNTY**

### **6.1 Personnel**

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

The Head, Facilities Services, Library, has designated the Contract Services Coordinator as the County Contract Project Manager of Library activities relating to the services provided under the Contract. The County Contract Project Manager, listed in Sample Contract, Exhibit E, will be the contractor's contact regarding this contract.

The Contract Director does not anticipate assigning any County employees to the Contractor on a full-time basis. However, County personnel will be made available to the Contractor at the discretion of the Contract Director. The County personnel will be responsible for the following:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Change Notices in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.4 Change Notices and Amendments.

### **6.2 Furnished Items**

#### **6.2.1 UTILITIES**

The County provides all utilities to the Library facilities, including gas, electricity, and water. At no time are County telephones, computers or any County peripherals to be used for personal use.

#### **6.2.2 KEYS**

County will provide two (2) sets of keys for access, at no



cost to the Contractor, to all Library facilities. Contractor shall acknowledge receipt of the keys on a memorandum furnished by the County. All such keys are property of the County and shall be returned to the County Project Director upon termination of the contract. **At no time are keys to be duplicated by the Contractor.** Any lost key(s) will be replaced by the County at the expense of the Contractor at the same current replacement cost that the County pays. If a key is bent, broken or damaged in any way, a new one shall be re-issued and receipt acknowledged once the damaged key is returned. Contractor accepts full responsibility for all keys issued.

#### 6.2.3 ALARM CODES

Contractor will be issued alarm codes to Library facilities. Alarm codes are of the utmost confidentiality. Contractor accepts full responsibility and confidentiality of these alarm codes.

1. Contractor's employees must enter and leave through only specified locations at the Library sites, maintain a high level of security.
2. Contractor's employees are responsible for arming and disarming intrusion alarms when entering and exiting facilities having alarm systems. Instructions will be provided by the County. If it is determined that Contractor's staff is responsible for a false alarm or failure to comply with instructions, liquidated damages will be assessed.

#### 6.2.4 COUNTY ORIENTATION

County shall conduct an orientation to the successful Contractor prior to the effective date of this contract. County and Contractor will visit every Library site to ensure Contractor's understanding of work to be performed,

including procedures to be followed by Contractor in the event of an emergency.

## **CONTRACTOR**

### **6.3 Project Manager**

- 6.3.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis.
- 6.3.2 Project Manager shall act as a central point of contact with the County. Project Manager shall demonstrate previous experience in the management of work requirements for transportation delivery services similar in size and complexity.
- 6.3.3 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

### **6.4 Personnel**

- 6.4.1 Contractor shall assign a sufficient number of qualified employees to perform all work according to the Specifications set forth, in Section 9.0, Specific Work Requirements. The Contractor's employees, shall be authorized to act for Contractor in every detail and must speak and understand English language.
- 6.4.2 Contractor is responsible for ensuring that **only** personnel assigned to the contract is permitted in the facilities at all times.
- 6.4.3 Contractor's employees may not bring visitors into the facilities; may not bring in any form of weapons or contraband; are subject to search; must conduct themselves in a professional manner at all times; must not cause any excessive noise or disturbance in the facilities and to

neighbors; and otherwise be subject to all rules and regulations of the facilities.

6.4.4 The County may at any time give the Contractor written notices to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the County, detrimental to the interest of the public patronizing the premises. Contractor shall meet with representatives of the County to consider the appropriate course of action with respect to such matter and the Contractor shall take reasonable measures under the circumstances to assure the County that the conduct and activities of the Contractor's employee shall not be detrimental to the interest of the public patronizing the premises.

6.4.5 No person employed by the Contractor and assigned to the Public Library shall have a high-grade misdemeanor and/or misdemeanor theft conviction or any felony convictions. The County reserves the right to preclude the Contractor from employment or continued employment of any individual at the facilities. The County further reserves the right to conduct a background investigation of Contractor's employees at any time and to bar such employees from the facilities under appropriate circumstances. Contractor and employees of the Contractor working in the facilities shall be under a continuing obligation to disclose any prior or subsequent criminal record information to the County. Further, County has the right to require the Contractor to reassign any driver away from any County facility who has a revoked, suspended, withdrawn, or denied driver's license; has been convicted of driving under the influence of alcohol, amphetamines, narcotic drugs, or any derivatives thereof; is convicted of transporting, possessing, or unlawfully using drugs, amphetamines, narcotic drugs, or any derivatives thereof during on-duty time,

leaves the scene of an accident involving an injury or fatality; or is convicted of a felony involving a motor vehicle.

6.4.6 All personnel assigned by the Contractor to perform services which are provided for in the contract shall, at all times, be employees of the Contractor and the Contractor shall have the sole right to hire, suspend, discipline or discharge them. However, any employee of the Contractor assigned to the Library, who in the opinion of the County Project Director, is unsatisfactory, shall be immediately removed from services at the Library and replaced by the Contractor within twenty-four (24) hours.

6.4.7 The Contractor cannot assign employees under the age of eighteen (18) to perform work at the libraries in this RFP. Contractors' employees must be able to communicate effectively with public and staff. The Library shall make the final determination as to what constitutes communication.

6.4.8 Contractor must be willing to certify that persons performing transportation delivery services are of sound physical and emotional condition necessary to perform duties required.

## **6.5 Uniforms/Identification Badges**

6.5.1 Contractor employees assigned to County facilities shall wear an appropriate uniform at all times. Uniform to consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the Director or his designee, will be provided by and at Contractor's expense.

6.5.2 Contractor shall furnish and require every on-duty employee to wear a visible photo identification badge identifying employee by name, physical description, and company. Such badge shall be displayed on employee's person at all times he/she is on County designated property.

6.5.3 Contractor shall furnish and require every on-duty employee to wear a lift belt.

## **6.6 Materials, Equipment and Vehicles**

The purchase of all materials, equipment and vehicles to provide the needed services is the responsibility of the Contractor. Contractor shall use materials, equipment and vehicles that are safe for the environment and safe for use by the employee.

## **6.7 Training**

6.7.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

6.7.2 All employees shall be trained in their assigned tasks and in the safe handling of vehicles and equipment. All vehicles and equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

## **6.8 Contractor's Office**

Contractor shall maintain an office at some fixed place and shall maintain a telephone there listed in the telephone directory in the Contractor's own name or in the firm name by which he is most commonly known, and shall, during the daily hours of maintenance operation have some responsible person(s), employed by the Contractor to take the necessary action regarding all inquiries and complaints that may be received from County Project Director, or other County personnel. An answering service or machine is not acceptable during business hours.

## **6.9 Contractor's Damage**

6.9.1 County property damaged by Contractor employees will be repaired or replaced as determined by the County Project Director, by the Contractor with like kind and quality. The replacement or repair shall be within the time frame specified by the County Project Director. If the Contractor fails to repair or replace the damaged property, the County will do so and deduct cost from Contractor's monthly invoice for all damages

incurred as determined by the County Project Director.

- 6.9.2 Contractor hereby grants to County and lessor, as applicable, a waiver of subrogation and release of all claims for any damage to or loss of property of Contractor, used in the performance of this Contract, in accordance with Section 8.22, Indemnification.
- 6.9.3 Contractor acknowledges viewing of the facilities and the surrounding areas and has evaluated the extent to which the physical condition thereof will affect the transportation services to be provided. Contractor accepts the premises in their present condition, and agrees to make no demands upon County for any improvements or alternations thereof.
- 6.9.4 The work areas and/or any location(s) in the Library used by the Contractor may be subject to inspection by various public entities responsible for inspection of County and other public facilities.

#### **6.10 Contractor's Response to Compliants**

Contractor shall respond to all complaints as soon as possible after notification; but in all cases within twenty-four (24) hours, to the satisfaction of the County Project Director. However, whenever immediate action is required, the County may, after a reasonable attempt to notify the Contractor, cause such action to be taken by the County's work force and shall charge the cost, as determined by the County, thereof against the Contractor, or may deduct any such cost from any amount due to the Contractor from the County.

### **7.0 HOURS/DAYS OF OPERATION**

- 7.1 This service is to be provided **after** Library hours, five days per week, Monday through Friday and service is not to begin prior to 5:30 p.m. unless prior authorization by the County, excluding County holidays and at other such times as requested by County, and in compliance with any County regulations and/or programs related to traffic and

smog reduction. Contractor will be informed of any such regulations prior to their implementation.

- 7.2 Contractor shall provide adequate staffing to perform the required transportation deliver services during the prescribed hours five (5) days per week. Contractor is to provide County with a staffing plan of scheduled staff to provide transportation services for all facilities. Any changes in the days and hours of operation heretofore prescribed shall be subject to approval by the County.
- 7.3 County may require daytime delivery services based on the needs of the Library.
- 7.4 The Contractor is not required to provide services on County-recognized holidays and at other such times as requested by County. The County's Contract Project Monitor will provide a list of the County holidays to the Contractor at the time the Contract is approved, and annually, at the beginning of the calendar year.
- 7.5 In the event that the sites listed in Attachment I change locations or operations are discontinued, the County will provide ten (10) business days advance notice to the Contractor. Contractor will negotiate with County appropriate increases or decreases in rate of pay in such instances.

## **8.0 UNSCHEDULED WORK**

- 8.1 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted. In any case, no unscheduled work shall commence without written authorization by the County.
- 8.2 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact County's Project Director.
- 8.3 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.
- 8.4 The Contractor agrees that should it perform work outside the scope of the resultant contract without amendment thereto, such work shall

be deemed to be a gratuitous effort on the part of the Contractor, and Contractor shall have no claim against the County for such work.

## **9.0 SPECIFIC WORK REQUIREMENTS**

Contractor will deliver and pick up all mail at Library Headquarters to locations listed in established routes (Attachment I). The scheduled routes will be completed on the same day regardless of staff or vehicle problems. Mail will consist of but is not limited to boxes of:

- envelopes
- books
- audio/visual cassettes or compact disks

### **9.1 Vehicles**

- 9.1.1 Contractor shall provide **all** vehicles used by Contractor staff in providing transportation delivery service to the Library. All vehicles **must** have company name clearly displayed on both sides of their vehicles.
- 9.1.2 Vehicles pursuant to this Contract shall receive regular inspection and maintenance. Contractor shall maintain a file of inspection and maintenance reports which shall be available for inspection by County.
- 9.1.3 Vehicles will be loaded and unloaded by the Contractor's staff at Library Headquarters and at all Library sites. Each item will be clearly labeled with the delivery location.

### **9.2 Deliveries**

- 9.2.1 Contractor will make deliveries in compliance with any County regulations and/or programs related to traffic and smog reduction.
- 9.2.2 Driver will stop at each Library location regardless of whether a specified delivery is to be made to ensure the pick up of any mail. Mail will be picked-up and delivered at designated locations at each Library site.
- 9.2.3 Driver will keep a record of what is picked up and delivered to each library location on the Driver's Daily Tally Sheet



(Attachment III) or similar form which the County agrees to accept in its place.

- 9.2.4 Contractor's staff must handle deliveries (e.g. boxes, packages, envelopes, etc.) with the utmost care to prevent damage shipments of materials and damage to shipment boxes.
- 9.2.5 Mail picked up en route shall be delivered to its destination on the same day, unless the destination is a delivery that was made earlier during that same route or a different route. Mail picked up from Library sites and not delivered to their destination will be returned to Library Headquarters.
- 9.2.6 Mail that is to be delivered to one of the specified Library locations to which the driver has already made his/her daily deliveries will be taken to Library Headquarters for shipment in the following day's delivery.
- 9.2.7 In the event that vehicle breaks down during deliveries, it is the responsibility of the Contractor to provide another vehicle to continue routes within three hours time. Contractors must notify Library Contract Project Director as soon as possible when these situations occur.
- 9.2.8 Contractor must immediately report to the County's Project Director any accidents and/or loss of equipment, supplies, etc.

### **9.3 Losses**

- 9.3.1 In addition to other requirements specified herein, Contractor is responsible for any losses incurred by library as a result of any of the following:
  - a. Missing packages, boxes, etc.
  - b. Deliveries not made within specified time.
  - c. Damaged shipments of materials.
  - d. Leaving any doors open and/or unlocked at any Library sites.

- e. Losses/damage resulting from not re-setting intrusion alarm systems.
- f. Damage to Library property involved with deliveries and/or caused by driver(s).

#### **9.4 Equipment and Weight of Loads**

Contractors equipment and weight of loads must meet State of California Department of Transportation standards (Vehicle Code).

#### **9.5 Driver's License**

Drivers employed by Contractor must hold a valid California Driver's license with proof of same, and provide the County with copy of driving record annually.

#### **9.6 Records**

Contractor shall maintain complete records of assignment of staff, routing schedules, mileage driven, and any deviations in standard routine.

#### **9.7 Service Requirements**

Contractor shall comply with service requirements specified herein:

9.7.1 An initial shipment, per route, will consist of an average of sixty (60) boxes and may consist of up to ninety-five (95) boxes. Any specified Library location may have from 1 to 20 boxes, except for Regional Offices which may have up to 50 boxes for delivery.

9.7.2 Most of the shipment will consist of, but not be limited to, the following:

<b>Jiffy Bags</b>	All sizes	Approximately 3 pounds maximum weight
<b>Standard Boxes</b>	9" x 12" x 18"	Average weight 40 pounds
<b>Oversized Boxes</b>	Various sizes	80 pounds maximum weight

#### **9.8 Sign-In Requirements**

All employee(s) assigned by the Contractor to work must sign-in at the **beginning** and **ending** of their **daily** work shift and indicate the

time spent on each route. A daily sign-in sheet, Attachment II, Driver's Daily Sign-In Sheet, will be provided at the Library Headquarters, Shipping and Receiving Unit and placed in a designated area for employees to sign-in and out each day. For security purposes, it is imperative that the Contractor's employees sign-in and out on the exact date and list the actual time that the respective facility received delivery and/or shipment. The daily sign-in sheet is turned in to the County Contract Project Monitors by the Shipping and Receiving staff daily.

9.8.1 Driver's must sign-in the time of arrival and time of departure at each facility; and log the number of items delivered and number of items picked up per route utilizing Attachment III, Drivers Daily Tally Sheet. At the end of the driver's work shift, each daily tally sheet must be left at the designated area in the Library Headquarters, Shipping and Receiving Unit. The daily tally sheet is turned in to the County Contract Project Monitors by the Shipping and Receiving staff daily.

## **9.9 Extraordinary Incidents**

Upon arrival of a Library facility, Contractor's staff must immediately report to the County's Project Director any extraordinary incidents (e.g. fire, floods etc.) or any suspicious activity (e.g. burglary, broken window, leaking roof, etc.).

## **9.10 Laws and Limitations**

The Contractor shall be required to comply with the Motor Carrier of Property Permit Act, all applicable DMV, California Highway Patrol, State and Federal laws and regulations. The Contractor understands that any findings and/or recommendations must conform to the codes, laws, rules, and regulations governing the agencies and departments involved. Where the Contractor believes changes in code, laws, rules, and regulations are needed to affect desirable improvements, he shall so indicate. Such

changes, if deemed appropriate, shall be sought by County at its discretion.

## **10.0 USE OF COUNTY SEAL OR LETTERHEAD**

The Contractor or its employees shall not use or display the official seal, letterhead or name of the County of Los Angeles or County of Los Angeles Public Library on any of its letterheads or communications with any agency or for any other cause.

## **11.0 PERFORMANCE REQUIREMENTS SUMMARY**

A Performance Requirements Summary (PRS) chart, Technical Exhibit 2, listing required services that will be monitored by the County during the term of this Contract is an important monitoring tool for the County. The chart should:

- reference section of the contract
- list required services
- indicate method of monitoring
- indicate the deductions/fees to be assessed for each service that is not satisfactory

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

When the Contractor's performance does not conform with the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include

reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

- Reduce payment to Contractor by a computed amount based on the assessment fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

This section does not preclude the County's right to terminate the contract upon ten (10) days written notice with or without cause, as provided for in the Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.41, Termination for Convenience.

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**ATTACHMENTS FOR**  
**STATEMENT OF WORK (SOW)**  
**TRANSPORTATION DELIVERY SERVICES**

<b>COUNTY OF LOS ANGELES PUBLIC LIBRARY</b> <b>TRANSPORTATION DELIVERY SERVICE LOCATIONS AND ROUTES</b>					
<b>NORTH COUNTY REGION - 100-I (North)</b>					
	<b>Cost Code</b>	<b>Library Name</b>	<b>Street Address</b>	<b>City</b>	<b>Zip.</b>
1	114	La Canada Flintridge Library	4545 North Oakwood Avenue	La Canada Flintridge	91011
2	115	La Crescenta Library	4521 La Crescenta Avenue	La Crescenta	91214
3	107	San Fernando Library	217 N. Maclay Ave.	San Fernando	91340
4a	104	Newhall Library	22704 West Ninth Street	Newhall	91321
4b	122	Santa Clarita Valley Bookmobile	22704 West Ninth Street	Santa Clarita	91321
5a	108	North County Regional Office	23743 West Valencia Blvd.	Valencia	91355
5b	113	Valencia Library	23743 West Valencia Blvd.	Valencia	91355
6	112	Canyon Country Library	18601 Soledad Canyon Road	Santa Clarita	91351
7	110	Quartz Hill Library	42018 N. 50th Street West	Quartz Hill	93536
8a	100	Lancaster Regional Office	601 W. Lancaster Blvd.	Lancaster	93534
8b	101	Lancaster Library	601 W. Lancaster Blvd.	Lancaster	93534
8c	121	Antelope Valley Bookmobile	601 W. Lancaster Blvd.	Lancaster	93534
9	106	Lake Los Angeles Library	16921 East Avenue O, #A	Palmdale	93591
10	103	Littlerock Library	35119 80th Street East	Littlerock	93543
<b>NORTH COUNTY REGION - 100 - II (South)</b>					
	<b>Cost Code</b>	<b>Library Name</b>	<b>Street Address</b>	<b>City</b>	<b>Zip.</b>
1a	117	Malibu Library	23519 West Civic Center Way	Malibu	90265
1b	123	Las Virgenes Bookmobile	23519 West Civic Center Way	Malibu	90265
2	116	Agoura Hills	29901 Ladyface Court	Agoura Hills	91301
3	118	Westlake Village Library	31220 W. Oak Crest Dr.	Westlake Village	91361
<b>WEST COUNTY REGION - 300</b>					
	<b>Cost Code</b>	<b>Library Name</b>	<b>Street Address</b>	<b>City</b>	<b>Zip.</b>
1a	300	West County Regional Office	151 East 216th Street	Carson	90745
1b	301	Carson Library	151 East 216th Street	Carson	90745
2	321	Victoria Park Library	17906 South Avalon Blvd.	Carson	90746
3	313	Gardena Mayme Dear Library	1731 West Gardena Blvd.	Gardena	90247
4	320	Masao W. Satow Library	14433 South Crenshaw Blvd.	Gardena	90249
5	316	Lawndale Library	14615 Burin Avenue	Lawndale	90260
6	337	Wiseburn Library	5335 West 135th Street	Hawthorne	90250
7	331	Hawthorne Library	12700 South Grevillea Avenue	Hawthorne	90250
8	333	Lennox Library	4359 Lennox Blvd.	Lennox	90304
9	338	Woodcrest Library	1340 West 106th Street	Los Angeles	90044
10	336	View Park Library	3854 West 54th Street	Los Angeles	90043
11	335	West Hollywood Library	715 North San Vicente Blvd.	West Hollywood	90069
12	330	Culver City Library	4975 Overland Avenue	Culver City	90230
13	334	Marina del Rey Library	4533 Admiralty Way	Marina del Rey	90292
14	318	Manhattan Beach Library	1320 Highland Avenue	Manhattan Beach	90266
15	314	Hermosa Beach Library	550 Pier Avenue	Hermosa Beach	90254

**COUNTY OF LOS ANGELES PUBLIC LIBRARY**  
**TRANSPORTATION DELIVERY SERVICE LOCATIONS AND ROUTES**

16	317	Lomita Library	24200 Narbonne Avenue	Lomita	90717
17	300	West County Regional Office	151 East 216th Street	Carson	90745



<b>COUNTY OF LOS ANGELES PUBLIC LIBRARY</b> <b>TRANSPORTATION DELIVERY SERVICE LOCATIONS AND ROUTES</b>					
<b>SOUTH COUNTY REGIONAL - 500</b>					
	<b>Cost Code</b>	<b>Library Name</b>	<b>Street Address</b>	<b>City</b>	<b>Zip.</b>
1a	500	South County Regional Office	12350 Imperial Hwy.	Norwalk	90650
1b	501	Norwalk Library	12350 Imperial Hwy.	Norwalk	90650
2	508	La Mirada Library	13800 La Mirada Blvd.	La Mirada	90638
3	514	South Whittier Library	14433 Leffingwell Road	Whittier	90604
4	517	Hollydale Library	12000 South Garfield Avenue	South Gate	90280
5	519	Lynwood Library	11320 Bullis Road	Lynwood	90262
6	523	Leland R. Weaver Library	4035 Tweedy Blvd.	South Gate	90280
7	533	Florence Library	1610 East Florence Avenue	Los Angeles	90001
8	534	Graham Library	1900 East Firestone Blvd.	Los Angeles	90001
9	535	Willowbrook Library	11838 Wilmington Avenue	Los Angeles	90059
10	530	A C Bilbrew Library	150 East El Segundo Blvd.	Los Angeles	90061
11	531	Compton Library	240 West Compton Blvd.	Compton	90220
12	532	East Rancho Dominguez Library	4205 East Compton Blvd.	E. Rancho Dominguez	90221
13	511	Paramount Library	16254 Colorado Avenue	Paramount	90723
14	505	Clifton M. Brakensiek Library	9945 E. Flower Street	Bellflower	90706
15	509	Angelo M. Iacoboni Library	4990 Clark Avenue	Lakewood	90712
16	515	George Nye, Jr. Library	6600 Del Amo Blvd.	Lakewood	90713
17	507	Hawaiian Gardens Library	12100 E. Carson St., #E	Hawaiian Gardens	90716
18	503	Artesia Library	18722 S. Clarkdale Avenue	Artesia	90701
19	516	Alondra Library	11949 Alondra Blvd.	Norwalk	90650
20	500	South County Regional Office	12350 Imperial Hwy.	Norwalk	90650
<b>CENTRAL COUNTY REGION - 600</b>					
	<b>Cost Code</b>	<b>Library Name</b>	<b>Street Address</b>	<b>City</b>	<b>Zip.</b>
1a	600	Central County Regional Office	1550 West Beverly Blvd	Montebello	90640
1b	601	Montebello Library	1550 West Beverly Blvd	Montebello	90640
2	624	Rosemead Library	8800 Valley Blvd.	Rosemead	91770
3	625	San Gabriel Library	500 South Del Mar Avenue	San Gabriel	91776
4	628	Temple City Library	5939 Golden West Avenue	Temple City	91780
5	920	Juvenile Hall	1605 Eastlake Ave.	Los Angeles	90033
6	610	City Terrace Library	4025 East City Terrace Drive	Los Angeles	90063
7	604	Anthony Quinn Library	3965 Cesar E. Chavez Avenue	Los Angeles	90063
8	605	East Los Angeles Library	4837 East 3rd St.	Los Angeles	90022
9	609	El Camino Real Library	4264 East Whittier Blvd.	Los Angeles	90023
10	635	Maywood Cesar Chavez Library	4323 East Slauson Avenue	Maywood	90270
11a	633	Huntington Park Library	6518 Miles Avenue	Huntington Park	90255
11b	085	Huntington Park Library / DISC	6518 Miles Avenue, 3rd Floor	Huntington Park	90255
12	630	Bell Library	4411 East Gage Avenue	Bell	90201
13	632	Cudahy Library	5218 Santa Ana Street	Cudahy	90201
14	631	Bell Gardens Library	7110 S. Garfield Avenue	Bell Gardens	90201
15	637	Rivera Library	7828 S. Serapis Avenue	Pico Rivera	90660

**COUNTY OF LOS ANGELES PUBLIC LIBRARY**  
**TRANSPORTATION DELIVERY SERVICE LOCATIONS AND ROUTES**

16	634	Los Nietos Library	11644 East Slauson Avenue	Whittier	90606
17	638	Sorensen Library	11405 E. Rose Hedge Dr.	Whittier	90606
18	636	Pico Rivera Library	9001 Mines Avenue	Pico Rivera	90660
19	616	Chet Holifield Library	1060 South Greenwood Avenue	Montebello	90640
20	600	Central County Regional Office	1550 West Beverly Blvd	Montebello	90640

<b>COUNTY OF LOS ANGELES PUBLIC LIBRARY</b> <b>TRANSPORTATION DELIVERY SERVICE LOCATIONS AND ROUTES</b>					
<b>EAST COUNTY REGION - 800</b>					
	<b>Cost Code</b>	<b>Library Name</b>	<b>Street Address</b>	<b>City</b>	<b>Zip.</b>
1a	800	East County Regional Office	1601 West Covina Parkway	West Covina	91790
1b	801	West Covina Library	1601 West Covina Parkway	West Covina	91790
2	803	Baldwin Park Library	4181 Baldwin Park Blvd.	Baldwin Park	91706
3	833	South El Monte Library	1430 North Central Avenue	South El Monte	91733
4	830	El Monte Library	3224 Tyler Avenue	El Monte	91731
5	832	Norwood Library	4550 North Peck Road	El Monte	91732
6	831	Live Oak Library	4153-55 East Live Oak Avenue	Arcadia	91006
7	805	Duarte Library	1301 Buena Vista Street	Duarte	91010
8	812	Charter Oak Library	20540 "K" Arrow Highway	Covina	91724
9	808	San Dimas Library	145 North Walnut Avenue	San Dimas	91773
10	807	La Verne Library	3640 D. Street	La Verne	91750
11	804	Claremont Library	208 North Harvard Avenue	Claremont	91711
12	816	Diamond Bar Library	1061 S. Grand Avenue	Diamond Bar	91765
13	809	Walnut Library	21155 La Puente Road	Walnut	91789
14	817	Rowland Heights Library	1850 Nogales Street	Rowland Heights	91748
15	815	Hacienda Heights Library	16010 La Monde Street	Hacienda Heights	91745
16	806	La Puente Library	15920 East Central Avenue	La Puente	91744
17	810	Sunkist Library	840 North Puente Avenue	La Puente	91746
18	800	East County Regional Office	1601 West Covina Parkway	West Covina	91790

**COUNTY OF LOS ANGELES PUBLIC LIBRARY  
TRANSPORTATION DELIVERY SERVICES**

[illegible]

**COUNTY OF LOS ANGELES PUBLIC LIBRARY  
TRANSPORTATION DELIVERY SERVICES  
DRIVER'S DAILY TALLY SHEET**

**NORTH COUNTY REGION 100-I (NORTH)**

Date: \_\_\_\_\_

Driver: \_\_\_\_\_

LIBRARY & ADDRESS	TIME IN	TIME OUT	DELIVERY (# of items delivered)	RETURNS (# of items picked-up)	A.V. FILM		Misc. (#of small items e.g., jiffy bags, blueprints, etc.)	
					(# picked-up)	(# delivered)	(# picked-up)	(# delivered)
LHQ 7400 E. Imperial Highway								
LA CANADA / 114 4545 N. Oakwood Ave.								
LA CRESCENTA / 115 4521 La Crescenta Ave.								
SAN FERNANDO / 107 217 N. Maclay Ave.								
NEWHALL / 104 & 122 22704 W. 9th St.								
VALENCIA / 113 / 108 & 100 23743 W. Valencia Blvd.								
CANYON COUNTRY / 112 18601 Soledad Canyon Rd.								
QUARTZ HILL / 110 42018 N. 50th St. West								
LANCASTER / 101 / 102 / 121 / 042 601 W. Lancaster Blvd.								
LAKE LOS ANGELES / 106 16921 E. Ave. O, #A								
LITTLE ROCK / 103 35119 80th Street East								
LHQ 7400 E. Imperial Highway								

TOTAL HOURS WORKED: \_\_\_\_\_

**COUNTY OF LOS ANGELES PUBLIC LIBRARY  
TRANSPORTATION DELIVERY SERVICES  
DRIVER'S DAILY TALLY SHEET**

**NORTH COUNTY REGION 100-II (SOUTH)**

Date: \_\_\_\_\_

Driver: \_\_\_\_\_

LIBRARY & ADDRESS	TIME IN	TIME OUT	DELIVERY (# of items delivered)	RETURNS (# of items picked-up)	A.V. FILM		Misc. (#of small items e.g., jiffy bags, blueprints, etc.)	
					(# picked-up)	(# delivered)	(# picked-up)	(# delivered)
LHQ 7400 E. Imperial Highway								
MALIBU / 117 & 123 23519 West Civic Center Way								
AGOURA HILLS / 116 29901 Ladyface Court								
WEST LAKE VILLAGE / 118 31220 W. Oak Crest Dr.								
LHQ 7400 E. Imperial Highway								

**TOTAL HOURS WORKED:** \_\_\_\_\_

**COUNTY OF LOS ANGELES PUBLIC LIBRARY  
TRANSPORTATION DELIVERY SERVICES  
DRIVER'S DAILY TALLY SHEET**

**WEST COUNTY REGION 300**

Date: \_\_\_\_\_

Driver: \_\_\_\_\_

LIBRARY & ADDRESS	TIME IN	TIME OUT	DELIVERY (# of items delivered)	RETURNS (# of items picked-up)	A.V. FILM		Misc. (#of small items e.g., jiffy bags, blueprints, etc.)	
					(# picked-up)	(# delivered)	(# picked-up)	(# delivered)
LHQ								
7400 E. Imperial Hwy.								
Carson Region 300 / 301								
151 E. 216th Street								
Victoria Park / 321								
17906 S. Avalon Blvd.								
Gardena Mayme Dear / 313								
1731 W. Gardena Blvd.								
Masao W. Satow / 320								
14433 S. Crenshaw Blvd.								
Lawndale / 316								
14615 Burin Ave.								
Wiseburn / 337								
5335 W. 135th Street								
Hawthorne / 331								
12700 S. Grevillea Ave.								
Lennox / 333								
4359 Lennox Blvd.								
Woodcrest / 338								
1340 W. 106th Street								
View Park / 336								
3854 W. 54th Street								
West Hollywood / 335								
715 N. San Vicente Blvd.								
Culver City / 330								
4975 Overland Ave.								
Marina Del Rey / 334								
4533 Admiralty Way								
Manhattan Beach / 318								
1320 Highland Ave.								
Hermosa Beach / 314								
550 Pier Ave.								
Lomita / 317								
24200 Narbonne Ave.								
Carson Region / 300								
151 E. 216th Street								
LHQ								
7400 E. Imperial Highway								

**TOTAL HOURS WORKED:** \_\_\_\_\_

**COUNTY OF LOS ANGELES PUBLIC LIBRARY  
TRANSPORTATION DELIVERY SERVICES  
DRIVER'S DAILY TALLY SHEET**

**SOUTH COUNTY REGION 500**

Date: \_\_\_\_\_

Driver: \_\_\_\_\_

LIBRARY & ADDRESS	TIME IN	TIME OUT	DELIVERY (# of items delivered)	RETURNS (# of items picked-up)	A.V. FILM		Misc. (#of small items e.g., jiffy bags, blueprints, etc.)	
					(# picked-up)	(# delivered)	(# picked-up)	(# delivered)
LHQ								
7400 E. IMPERIAL HIGHWAY								
NORWALK REGION 500 / 501								
12350 IMPERIAL HWY								
LA MIRADA / 508								
13800 LA MIRADA BLVD								
SOUTH WHITTIER / 514								
14433 LEFFINGWELL ROAD								
HOLLYDALE / 517								
12000 S. GARFIELD AVE								
LYNWOOD / 519								
11320 BULLIS ROAD								
LELAND WEAVER / 523								
4035 TWEEDY BLVD								
FLORENCE / 533								
1610 EAST FLORENCE AVE								
GRAHAM / 534								
1900 EAST FIRESTONE BLVD								
WILLOWBROOK / 535								
11838 WILMINGTON AVE								
A.C. BILBREW / 530								
150 EAST EL SEGUNDO BLVD								
COMPTON / 531								
240 WEST COMPTON BLVD								
EAST RANCHO DOMINGUEZ / 532								
4205 EAST COMPTON BLVD								
PARAMOUNT / 511								
16254 COLORADO AVE								
C.M. BRAKENSIEK / 505								
9945 E. FLOWER STREET								
A.M. IACOBONI / 509								
4990 CLARK AVE								
GEORGE NYE JR. / 515								
6600 DEL AMO BLVD								
HAWAIIAN GARDENS / 507								
12100 E. CARSON ST., #E								
ARTESIA / 503								
18722 S. CLARKDALE AVE								
ALONDRA / 516								
11949 ALONDRA BLVD								
NORWALK REGION / 500								
12350 IMPERIAL HWY								
LHQ								
7400 E. IMPERIAL HIGHWAY								

TOTAL HOURS WORKED: \_\_\_\_\_



**COUNTY OF LOS ANGELES PUBLIC LIBRARY  
TRANSPORTATION DELIVERY SERVICES  
DRIVER'S DAILY TALLY SHEET**

**CENTRAL COUNTY REGION 600**

Date: \_\_\_\_\_

Driver: \_\_\_\_\_

LIBRARY & ADDRESS	TIME IN	TIME OUT	DELIVERY (# of items delivered)	RETURNS (# of items picked-up)	A.V. FILM		Misc. (#of small items e.g., jiffy bags, blueprints, etc.)	
					(# picked-up)	(# delivered)	(# picked-up)	(# delivered)
LHQ								
7400 E. Imperial Hwy.								
Montebello Region 600 / 601								
1550 W. Beverly Blvd.								
Rosemead / 624								
8800 Valley Blvd.								
San Gabriel / 625								
500 S. Del Mar Ave.								
Temple City / 628								
5939 Golden West Ave.								
Juvenile Hall / 920								
1605 East Lake Ave.								
City Terrace / 610								
4025 E. City Terrace Dr.								
Anthony Quinn / 604								
3965 Cesar E. Chavez Ave.								
East Los Angeles / 605								
4837 E. 3rd Street								
El Camino Real / 609								
4264 E. Whittier Blvd.								
Maywood / 635								
4323 E. Slauson Ave.								
Huntington Park / 633								
6518 Miles Ave.								
Huntington Park /DISC 085								
6518 Miles Ave., 3rd Floor								
Bell / 630								
4411 E. Gage Ave.								
Cudahy / 632								
5218 Santa Ana Street								
Bell Gardens / 631								
7110 S. Garfield Ave.								
Rivera / 637								
7828 S. Serapis Ave.								
Los Nietos / 634								
11644 E. Slauson Ave.								
Sorensen / 638								
11405 E. Rose Hedge Dr.								
Pico Rivera / 636								
9001 Mines Ave.								
Chet Holifield / 616								
1060 S. Greenwood Ave.								
Montebello Region / 600								
1550 W. Beverly Blvd.								
LHQ								
7400 E. Imperial Highway								

TOTAL HOURS WORKED: \_\_\_\_\_

**COUNTY OF LOS ANGELES PUBLIC LIBRARY  
TRANSPORTATION DELIVERY SERVICES  
DRIVER'S DAILY TALLY SHEET  
EAST COUNTY REGION 800**

Date: \_\_\_\_\_

Driver: \_\_\_\_\_

LIBRARY & ADDRESS	TIME IN	TIME OUT	DELIVERY (# of items delivered)	RETURNS (# of items picked-up)	A.V. FILM		Misc. (#of small items e.g., jiffy bags, blueprints, etc.)	
					(# picked-up)	(# delivered)	(# picked-up)	(# delivered)
LHQ								
7400 E. Imperial Hwy.								
West Covina Region 800 / 801								
1601 W. Covina Parkway								
Baldwin Park / 803								
4181 Baldwin Park Blvd.								
So. El Monte / 833								
1430 N. Central Ave.								
El Monte / 830								
3224 Tyler Ave.								
Norwood / 832								
4550 N. Peck Rd.								
Live Oak / 831								
4153-55 E. Live Oak Ave.								
Duarte / 805								
1301 Buena Vista St.								
Charter Oak / 812								
20540 "K" Arrow Hwy.								
San Dimas / 808								
145 N. Walnut Ave.								
La Verne / 807								
3640 D. Street								
Claremont / 804								
208 N. Harvard Ave.								
Diamond Bar / 816								
1061 S. Grand Ave.								
Walnut / 809								
21155 La Puente Rd.								
Rowland Heights / 817								
1850 Nogales St.								
Hacienda Heights / 815								
16010 La Monde Street								
La Puente / 806								
15920 E. Central Ave.								
Sunkist / 810								
840 N. Puente Ave.								
West Covina Region / 800								
1601 W. Covina Parkway								
LHQ								
7400 E. Imperial Highway								

TOTAL HOURS WORKED: \_\_\_\_\_

## ***TECHNICAL EXHIBITS***

**TECHNICAL EXHIBITS  
TABLE OF CONTENTS**

**TRANSPORTATION DELIVERY SERVICES**

<u>Exhibits</u>	<u>Page</u>
1 CONTRACT DISCREPANCY REPORT .....	1
2 PERFORMANCE REQUIREMENTS SUMMARY CHART .....	2



## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART TRANSPORTATION DELIVERY SERVICES

**Note:** This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Statement of Work: Section 6.3, Contractor's Project Manager	Contractor shall notify the County of any change in name or address of their Project Manager.	Inspection and observation.	\$50 per occurrence, per day until proper notification is received.
Statement of Work: Section 6.8, Contractor's Office	Contractor shall, during the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, assign a designated person employed by Contractor to take necessary action regarding all inquires and complaints that may be received from County personnel.	Telephone calls to contractor.	\$150 per occurrence.
Contract: Section 9.1.6 Compliance with the County's Living Wage Program	Distribute COUNTY provided notices to employees.	Observation.	Enforcement and Remedies as listed in the Living Wage Ordinance.
Contract: Section 9.1.8 Compliance with the County's Living Wage Program	Any change in staff, contractor is to provide County with a revised staffing plan within three (3) business days of change.	Observation and monthly monitoring report, driver's daily tally sheet and daily sign-in sheet.	\$100 per day, per employee until the revised staffing plan is received.
Contract: Section 9.1.3 Compliance with the County's Living Wage Program	Contractor shall submit to the County certified monitoring reports by the 15 <sup>th</sup> of the month following the reporting period.	Receipt of reports. Date stamp reports when received.	Enforcement and Remedies as listed in the Living Wage Ordinance.

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART TRANSPORTATION DELIVERY SERVICES

**Note:** This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Statement of Work: Section 9.2.7	Notifying the contract project manager when there are problems with the delivery resulting in no, or delayed services?	Observation, telephone calls from library staff, Driver's Talley Sheet	\$150 per occurrence, per facility
Statement of Work: Section 6.10, Contractor's Response to Complaints	Contractor shall respond to all complaints as soon as possible after notification; but in all cases within twenty-four (24) hours, to the satisfaction of the County Project Director.	Call back from Contractor and/or Library staff	\$150 per occurrence
Statement of Work: Section 9.1, Vehicles	Contractor shall provide all vehicles used by Contractor staff in providing transportation delivery service to the Library. All vehicles <u>must</u> have company name clearly displayed on both sides of their vehicles.	Observation from staff and neighbors at various locations	\$50 per occurrence, per vehicle.
Statement of Work: Section 6.5, Uniforms/Identification	Contractors' employees must wear uniforms with the company name at all times.	Observation	\$150 per occurrence, per employee
Statement of Work: Section 6.4.2, Contractor's Personnel	Contractor is responsible for ensuring that only personnel assigned to the contract is permitted in the facilities at all times.	Notification from Library Staff	\$200 per occurrence, per facility
Statement of Work: Section 9.8, Sign-in Requirements	All employees assigned by the Contractor to work must sign-in at the beginning and ending of their daily work shift and indicate the time spent on each route.	Receipt of driver's daily tally log and daily sign-in sheet.	\$50 per facility, per day, per driver

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART TRANSPORTATION DELIVERY SERVICES

**Note:** This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Section 8.37 – Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.37	Inspection of files	\$50 per occurrence
Contract: Section 8.39 – Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection & Observation	\$100 per occurrence; possible termination for default of contract
Statement of Work: Section 4.1 - Meetings	Contractor's representative to attend meetings.	Attendance	\$50 per each unattended meeting
Statement of Work: Section 6.2.3 – Alarm Codes	Contractor's employees are responsible for arming and disarming intrusion alarms when entering and exiting facilities having alarm systems. Contractor's staff is responsible for a false alarm or failure to comply with instructions.	Notification from local police agency, library staff, security company	\$100 per occurrence, per facility plus cost of citation
Statement of Work: Section 4.2 – Contract Discrepancy Report	A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within ten (10) business days.	Receipt of response via fax, e-mail, U.S. mail	\$100 per day until receipt of response



***PRICING SCHEDULE/PROPOSAL SHEET***

**REQUIRED FORMS - EXHIBIT 1**  
**(PRICING SCHEDULE/PROPOSAL SHEET TO BE SUBMITTED BY CONTRACTORS)**

**TO BE USED FOR**  
**COUNTY OF LOS ANGELES PUBLIC LIBRARY**  
**TRANSPORTATION DELIVERY SERVICES**

HONORABLE BOARD OF SUPERVISORS  
 County of Los Angeles  
 383 Kenneth Hahn Hall of Administration  
 500 West Temple Street  
 Los Angeles, CA 90012

Dear Supervisors:

The undersigned offers to provide all labor and supplies necessary for transportation delivery services for specified sites at the County of Los Angeles Public Library as identified in the attached specifications.

Said work shall be done for the period prescribed and in the manner set forth in said specifications, and compensation therefore shall be computed under the formula provided therein based upon the hereinafter proposal price. I agree that if my proposal is accepted by the County Board of Supervisors, I will commence Public Library services on 15 days notice.

I agree to provide the specified services at County of Los Angeles Public Library in accordance with the attached specifications for the following submitted compensation which shall apply to weekday, weekend, holiday, overtime, and extra personnel coverage.

**STANDARD SERVICE PROPOSAL**  
**(AFTER LIBRARY HOURS DELIVERY SERVICE)**

Check off the routes included in the proposed fees herein below. Refer to Statement of Work, Attachment I for description of routes.

☒ North County Region -I  
☒ West County Region  
☒ Central County Region

☒ North County Region -II  
☒ South County Region  
☒ East County Region

Annual fee for each year of the contract term, including option year. (Same amount for each year)

Four Hundred Twenty One Thousand,  
 Four Hundred Eighteen and 49/100 (Write out in full) (\$421,418.49 per year)  
 (Use figures)

**ALTERNATIVE SERVICE PROPOSALS**

None. (\$ per year)  
 (Write out in full) (Use figures)

Indicate Terms

(PRICING SCHEDULE/PROPOSAL SHEET TO BE SUBMITTED BY CONTRACTORS)

MAKE UP OF STAFF ASSIGNED TO SERVICE LIBRARY ROUTES IN THIS RFP:

**FULL TIME EMPLOYEES:**

Number of supervisors:	<u>1</u>	Hourly Wage: <u>\$18.00</u>
Number of working supervisors:	<u>1</u>	Hourly Wage: <u>\$10.00</u>
Number of drivers:	<u>5</u>	Hourly Wage: <u>\$9.50</u>
Other: <u>Part-time Driver</u>	<u>1</u>	Hourly Wage: <u>\$9.50</u>
Other: _____	_____	Hourly Wage: _____

**FLAT "CALL BACK" RATE:**

\$ ↓ Indicate per hour, per mile, or per location.  
\$9.50 per hour, \$0.44 per mile,  
\$15.00 minimum charge per delivery

**NOTE:** On a separate page, indicate daytime delivery costs if different than the rates indicated herein above. If rates are the same, indicate such.

Respectfully submitted,

Valley Couriers, Inc.

Firm or Corporate Name

C. Shahram Alamdari,  
By Contracts Administrator  
Name and Title



Los Angeles, California

Date 8/4/05

Address 646 San Fernando Rd.

Los Angeles, CA 9065

Phone (323 ) 225-8642

List name(s) of all joint ventures, partners, subcontractors or others having any right or interest in this contact or the proceeds thereof.

REQUIRED FORMS - EXHIBIT 5

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION  
& ACKNOWLEDGEMENT OF RFP RESTRICTIONS**

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME	PHONE NUMBER
<u>C. Shahram Alamdari</u>	<u>323-225-8642</u>
<u>Asdullah Alamdari</u>	<u>323-225-8642</u>
<u>Nasrollah Alamdari</u>	<u>323-225-8642</u>


**NOTE:** Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

None.

- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Valley Couriers, Inc.  
Name of Firm

<u>C. Shahram Alamdari</u>	<u>Contracts Administrator</u>
Print Name of Signer	Title
	<u>8/4/05</u>
Signature	Date

***CONTRACTOR'S PROPOSED SCHEDULE***

***INTENTIONALLY OMITTED***

***NOT APPLICABLE TO THIS CONTRACT***

***CONTRACTOR'S EEO CERTIFICATION***

**REQUIRED FORMS - EXHIBIT 9**  
**PROPOSER'S EEO CERTIFICATION**

Valley Couriers, Inc.

Company Name

646 San Fernando Rd., Los Angeles, CA 90065

Address

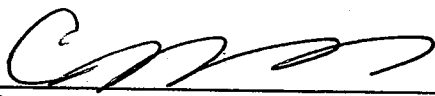
95-402-7145

Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	(XX)	( )
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(XX)	( )
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(XX)	( )
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(XX)	( )

  
Signature

8/4/05  
Date

C. Shahram Alamdari, Contracts Administrator  
Name and Title of Signer (please print)

**EXHIBIT E**

***COUNTY'S ADMINISTRATION***



## COUNTY'S ADMINISTRATION

CONTRACT NO. \_\_\_\_\_

### COUNTY PROJECT DIRECTOR:

Name: Rose M. Garcia  
Title: Head, Facilities Services  
Address: 7400 East Imperial Highway, Room 206  
Downey, CA 90241  
Telephone: (562) 940-8481  
Facsimile: (562) 803-0016  
E-Mail Address: [roseg@gw.colapl.org](mailto:roseg@gw.colapl.org)

### COUNTY PROJECT MANAGER:

Name: Tryphenia V. Funches  
Title: Contract Services Coordinator  
Address: 7400 East Imperial Highway, Room 206  
Downey, CA 90241  
Telephone: (562) 940-8485  
Facsimile: (562) 803-0016  
E-Mail Address: [tfunches@gw.colapl.org](mailto:tfunches@gw.colapl.org)

### COUNTY CONTRACT PROJECT MONITOR:

Name:  
Title: Administrative Assistant II  
Address: 7400 East Imperial Highway, Room 206  
Downey, CA 90241  
Telephone: (562) 940-6918  
Facsimile: (562) 803-0016  
E-Mail Address:

Name:  
Title: Administrative Assistant II  
Address: 7400 East Imperial Highway, Room 206  
Downey, CA 90241  
Telephone: (562) 940-6917  
Facsimile: (562) 803-0016  
E-Mail Address:

***CONTRACTOR'S ADMINISTRATION***

## CONTRACTOR'S ADMINISTRATION

Valley Couriers, Inc.  
CONTRACTOR'S NAME

CONTRACT NO. \_\_\_\_\_

## CONTRACTOR'S PROJECT MANAGER:

Name: C. SHAHRAM ALAMDARI  
 Title: CONTRACTS ADMINISTRATOR  
 Address: 646 SAN FERNANDO RD.  
L.A., CA 90065  
 Telephone: 323-225-8642  
 Facsimile: 323-225-3250  
 E-Mail Address: CSALAMDARI@VALLEYCOURIERS.COM

## CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: ASDULLAH ALAMDARI ("ESSY")  
 Title: VICE PRESIDENT  
 Address: 646 SAN FERNANDO RD.  
L.A., CA 90065  
 Telephone: 323-225-8642  
 Facsimile: 323-225-3250  
 E-Mail Address: ESSY@VALLEYCOURIERS.COM

Name: NASROLLAH "AL" ALAMDARI  
 Title: PRESIDENT  
 Address: 646 SAN FERNANDO RD.  
L.A., CA 90065  
 Telephone: 323-225-8642  
 Facsimile: 323-225-3250  
 E-Mail Address: AL@VALLEYCOURIERS.COM

Notices to Contractor shall be sent to the following address:

Address: 646 SAN FERNANDO RD.  
L.A., CA 90065  
 Telephone: 323-225-8642  
 Facsimile: 323-225-3250  
 E-Mail Address: CSALAMDARI@VALLEYCOURIERS.COM

***INTENTIONALLY OMITTED***

***NOT APPLICABLE TO THIS CONTRACT***

***JURY SERVICE ORDINANCE***

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

### 2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

### 2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
  7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  1. Has ten or fewer employees during the contract period; and,
  2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.



### REQUIRED FORMS - EXHIBIT 13

#### COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name: <u>Valley Couriers, Inc.</u>		
Company Address: <u>646 San Fernando Rd.</u>		
City: <u>Los Angeles</u>	State: <u>CA</u>	Zip Code: <u>90065</u>
Telephone Number: <u>323-225-8642</u>		
Solicitation For: <u>Transportation Delivery Services</u> (Services)		

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

#### **Part I: Jury Service Program is Not Applicable to My Business**

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

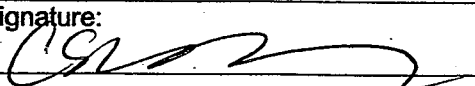
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

#### **Part II: Certification of Compliance**

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

***I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.***

Print Name: <u>C. Shahram Alamdari</u>	Title: <u>Contracts Administrator</u>
Signature: 	Date: <u>8/4/05</u>

**EXHIBIT I**

***SAFELY SURRENDERED BABY LAW***

# **No shame. No blame. No names.**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County:  
1-877-BABY SAFE  
1-877-222-9723  
[www.babysafe-la.org](http://www.babysafe-la.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grandland Robinson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Bob Krabe, Supervisor, Fourth District

Michael B. Antonovich, Supervisor, Fifth District

**This initiative is also supported by CFS-5 LA and INFO LINE of Los Angeles.**

### **What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

### **How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

### **What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### **Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

### **Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

### **Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

### **What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

### **What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

### **Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### **A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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*It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.*

## ***UNIQUE EXHIBITS***

***LIVING WAGE PROGRAM  
AND  
DETERMINATIONS OF CONTRACTOR NON-  
RESPONSIBILITY AND CONTRACTOR DEBARMENT***

Title 2 ADMINISTRATION

Chapter 2.201 LIVING WAGE PROGRAM

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**2.201.010 Findings.**

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 99-0048 § 1 (part), 1999.)

Title 2 ADMINISTRATIONChapter 2.201 LIVING WAGE PROGRAM

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**2.201.020 Definitions.**

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:

a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week. (Ord. 99-0048 § 1 (part), 1999.)



Title 2 ADMINISTRATION

Chapter 2.201 LIVING WAGE PROGRAM

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**2.201.030 Prospective effect.**

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.\* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

\*Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

Title 2 ADMINISTRATION

Chapter 2.201 LIVING WAGE PROGRAM

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**2.201.040 Payment of living wage.**

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$8.32 per hour with health benefits, or \$9.46 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$1.14 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. (Ord. 99-0048 § 1 (part), 1999.)

Title 2 ADMINISTRATIONChapter 2.201 LIVING WAGE PROGRAM

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**2.201.050 Other provisions.**

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

Title 2 ADMINISTRATION

Chapter 2.201 LIVING WAGE PROGRAM

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**2.201.060 Employer retaliation prohibited.**

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

Title 2 ADMINISTRATION

Chapter 2.201 LIVING WAGE PROGRAM

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**2.201.070 Employee retention rights.**

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or
2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

Title 2 ADMINISTRATION

Chapter 2.201 LIVING WAGE PROGRAM

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**2.201.080 Enforcement and remedies.**

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

1. Assess liquidated damages as provided in the contract; and/or
2. Recommend to the board of supervisors the termination of the contract; and/or
3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, not to exceed three years. (Ord. 99-0048 §.1 (part), 1999.)

Title 2 ADMINISTRATIONChapter 2.201 LIVING WAGE PROGRAM

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**2.201.090 Exceptions.**

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with

United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

Title 2 ADMINISTRATION

Chapter 2.201 LIVING WAGE PROGRAM

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**2.201.100 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)



Title 2 ADMINISTRATION

Chapter 2.202 DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT

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**2.202.010 Findings and declarations.**

A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.

B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

Title 2 ADMINISTRATION

Chapter 2.202 DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT

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**2.202.020 Definitions. For purposes of this chapter, the following definitions apply:**

A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor, or vendor.

B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.

C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."

D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.

F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.

G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.

H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract. (Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

Title 2 ADMINISTRATIONChapter 2.202 DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT**2.202.030 Determination of contractor non-responsibility.**

A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.

B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.

D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors. (Ord. 2005-0066 § 3, 2005; Ord. 2004-0009 § 2, 2004; Ord. 2000-0011 § 1 (part), 2000.)

Title 2 ADMINISTRATIONChapter 2.202 DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT**2.202.040 Debarment of contractors.**

A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.

B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.

D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.

E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:

- (1) The actual or potential harm or impact that results or may result from the wrongdoing.
- (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
- (3) Whether there is a pattern or prior history of wrongdoing.
- (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
- (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
- (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
- (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
- (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.
- (9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.
- (10) Whether the wrongdoing was pervasive within a contractor's organization.
- (11) The positions held by the individuals involved in the wrongdoing.
- (12) Whether a contractor's principals participated in, knew of, or tolerated the offense.
- (13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.
- (14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if

so, made the result of the investigation available to the county.

(15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.

(16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.

(17) Other factors that are appropriate to the circumstances of a particular case.

F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.

G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the county. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

Title 2 ADMINISTRATION

Chapter 2.202 DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR  
DEBARMENT

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**2.202.050 Pre-emption.**

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

Title 2 ADMINISTRATION

Chapter 2.202 DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR  
DEBARMENT

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**2.202.060 Severability.**

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)

***MONTHLY CERTIFICATION FOR APPLICABLE HEALTH  
BENEFIT PAYMENTS***





## Exhibit K

**Instruction Box:** Please complete all sections of this form. *(Information to complete this form can be obtained from your weekly certified payroll reports)* Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign the reverse side of this form before submitting.

[illegible]

***PAYROLL STATEMENT OF COMPLIANCE***

# COUNTY OF LOS ANGELES LIVING WAGE PROGRAM PAYROLL STATEMENT OF COMPLIANCE

I, \_\_\_\_\_, \_\_\_\_\_  
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by \_\_\_\_\_ on the \_\_\_\_\_;  
(Company or subcontractor Name) (Service, Building or Work Site & Contract Number)  
 that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, and  
(Calendar day of Month) (Month and Year)  
 ending the \_\_\_\_\_ day of \_\_\_\_\_ all persons employed on said work site  
(Calendar day of Month) (Month and Year)  
 have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of \_\_\_\_\_  
(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or in directly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:


2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.
3. That:
- A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS
- ☐ In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.
- B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH
- ☐ Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title	Owner or Company Representative Signature and Date:
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**THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.**

***INTENTIONALLY OMITTED-NOT APPLICABLE TO  
CONTRACT***

***CONTRACTOR'S OBLIGATION UNDER HIPAA***

## AGREEMENT CONTRACTOR'S OBLIGATIONS UNDER HIPAA

Under this Agreement, Contractor provides services to County and Contractor receives, has access to, and/or creates Protected Health Information, as defined below, in order to provide those services. County is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated under HIPAA, including the "Standards for Privacy of Individually Identifiable Health Information" which are located in Title 45 of the Code of Federal Regulations, Parts 160 and 164 ("Privacy Regulations"). The Privacy Regulations mandate certain protections for the privacy and security of Protected Health Information. The Privacy Regulations also require County to enter into an agreement with Contractor in order to obtain satisfactory assurance from Contractor that Contractor will appropriately safeguard the Protected Health Information. Disclosure to or use of Protected Health Information by Contractor is prohibited if such an agreement is not in place. Therefore, the parties agree to the terms of this Exhibit N.

### 1.0 DEFINITIONS

- 1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Contractor's internal operations, or to other than its employees.
- 1.2 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.3 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Contractor from or on behalf of County. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Contractor from or on behalf of County, or is created by Contractor, or is made accessible to Contractor by County.
- 1.4 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the

production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

- 1.5 "Services" has the same meaning as in this Agreement.
- 1.6 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Contractor's internal operations.
- 1.7 Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Regulations.

## **2.0 OBLIGATIONS OF CONTRACTOR**

### **2.1 Permitted Uses and Disclosures of Protected Health Information. Contractor:**

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Exhibit N;
- (b) shall Disclose Protected Health Information to County upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
  - (i) Use Protected Health Information; and
  - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Contractor shall not Use or Disclose Protected Health Information for any other purpose.

- 2.2 Adequate Safeguards for Protected Health Information. Contractor warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Agreement. Contractor agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
- 2.3 Reporting Non-Permitted Use or Disclosure. Contractor shall report to County each Use or Disclosure that is made by Contractor, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement. The initial report shall be made by telephone call to the appropriate Department, within forty-eight (48) hours from the time the Contractor first becomes aware of the non-permitted Use or Disclosure, as follows:

Chief Information Office Privacy Officer  
213-974-2166

The initial telephone report shall be followed by a full written report no later than ten (10) business days from the date the Contractor becomes aware of the non-permitted Use or Disclosure, and shall be sent to County's Chief Information Privacy Officer at:

Chief Information Privacy Officer  
Kenneth Hahn Hall of Administration  
500 West Temple Street  
Suite 493  
Los Angeles, CA 90012

- 2.4 Mitigation of Harmful Effect. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a Use or Disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- 2.5. Availability of Internal Practices, Books and Records to Government Agencies. Contractor agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining County's compliance with the Privacy Regulations. Contractor shall immediately notify County of any requests made by the Secretary and provide County with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. Contractor shall, to the extent County determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by County available to the Individual(s) identified by County as being entitled to access and copy that Protected Health Information. Contractor shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from County. Contractor shall provide copies of that Protected Health Information within five (5) business days after receipt of request from County.
- 2.7 Amendment of Protected Health Information. Contractor shall, to the extent County determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by County. Contractor shall make such amendment within ten (10) business days after receipt of request from County in order for County to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Upon County's request, Contractor shall provide to County an accounting of each Disclosure of Protected Health Information made



by Contractor or its employees, agents, representatives or subcontractors. However, Contractor is not required to provide an accounting of Disclosures that are necessary to perform the Services if such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Contractor under this Sub-section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Contractor shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Contractor shall provide to County, within ten (10) business days after receipt of request from County, information collected in accordance with this Sub-section 2.8 to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

### **3.0 OBLIGATION OF COUNTY**

- 3.1 Obligation of County. County shall notify Contractor of any current or future restrictions or limitations on the use of Protected Health Information that would affect Contractor's performance of the Services, and Contractor shall thereafter restrict or limit its own uses and disclosures accordingly.

### **4.0 TERM AND TERMINATION**

- 4.1 Term. Contractor's obligations under Sub-sections 2.1 (as modified by Sub-section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon County's knowledge of a material breach by Contractor, County shall either:
- (a) Provide an opportunity for Contractor to cure the breach or end the violation, and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by County; or
  - (b) Immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible; or
  - (c) If neither termination or cure are feasible, County shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- (b) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make it infeasible. If return or destruction is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

5.0 **MISCELLANEOUS**

- 5.1 No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Contractor shall require each of its agents and subcontractors receiving Protected Health Information from Contractor, or creating Protected Health Information for Contractor, on behalf of County, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Exhibit N.
- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Exhibit N is contrary to any other provision of this Agreement, the provision of this Exhibit N shall control.
- 5.4 Regulatory References. A reference in this Agreement to a section in the Privacy Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits County to comply with the Privacy Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for County to comply with the requirements of the Privacy Regulations.